

ENVESTNET RETIREMENT SOLUTIONS, LLC PLAN SERVICES AGREEMENT

Plan Sponsor: Washoe County
[name]

1001 E Ninth
[address]
Bldg A
Reno, NV 89512

(Email address: _____)

Plan: Washoe County 401(a) Plan, Washoe County Deferred Compensation Plan and Washoe County OBRA Deferred Compensation Plan
[name of plan]

Investment Adviser: Investnet Retirement Solutions, LLC (“Adviser”)

Date: November 17, 2015

Massachusetts Mutual Life Insurance Company (“Recordkeeper”) and Plan Sponsor have executed an Administrative Services Agreement, as amended from time to time (“ASA”) which in part allows the Plan Sponsor to elect online investment advice services (“Advice”) that Recordkeeper will make available on Recordkeeper’s participant website (“Website”).

The purpose of this Agreement is for Plan Sponsor to engage and authorize Adviser to offer Advice (as described herein and in Advisers’ Form ADV Part 2) to Plan participants (“Participants”) using Participant information provided to Adviser by Participant and the Plan recordkeeper.

1. Fiduciary Authority. The Plan is a participant-directed plan under which the Plan Sponsor has the authority to select investment options and service providers to the Plan and to enter into an Agreement with third parties to provide services to Participants. In this capacity, the Plan Sponsor (or, to the extent the Plan Sponsor has delegated its investment authority to an investment committee, the committee) is referred to in this Agreement as the Client (“Client”).
2. Advice Services. Adviser agrees to provide Advice to Participants who independently elect to engage Adviser after accepting the Participant Agreement on the Website. Advice provides each Participant with an asset allocation strategy for the investment options selected by the Plan Sponsor and available under the Plan based on information provided by the Participant. Advice includes specific recommendations of funds and the percent of each participant’s account to invest in each recommended fund. Adviser uses a weighted factor model approach as more fully described in Adviser’s ADV Part 2 to rank funds and determine which funds within a plan should be recommended. It is the Participant’s sole and final decision as to whether to accept and implement Advice recommendations.
3. Advice Fees
 - (A) The fee for delivery of Advice is \$15.00 (fifteen dollars) per year per Participant a portion of which will be retained by Recordkeeper as compensation for administering the Advice services as more fully described in the ASA or in other documentation.
 - (B) The fee shall be paid by the Participant at the time the Participant elects Advice. The Plan Sponsor hereby authorizes and directs Recordkeeper to deduct the fees from Participant accounts and to remit the Adviser’s portion of such fees to Adviser.
 - (C) Adviser will only receive compensation for its Advice services under this Agreement in the

form of a fixed annual fee as discussed in the Other Fees section of Adviser's ADV Part 2. If Adviser receives any other compensation for such services, Adviser will (i) offset that compensation against stated fees and (ii) will disclose for such compensation; the amount, the services rendered and the payer, to Plan Sponsor.

4. Fiduciary Status: Limitations on Functions.

(A) Plan Sponsor acknowledges that:

- (i) In performing Advice Services, Adviser is acting as (a) a fiduciary to Participants under Section 3(21)(A)(ii) (a non-discretionary investment adviser) of the Employee Retirement Income Security Act ("ERISA") and as (b) a registered investment adviser under the Investment Advisers Act of 1940 (the "Act").
- (ii) Participants will retain and exercise, final decision-making authority and responsibility for the implementation (or rejection) of Advice.
- (iii) Adviser is not considered an investment adviser under section 3(38) of ERISA and does not render any advice or exercise any discretion with regard to the selection, monitoring, maintenance, or replacement of investment alternatives available under the Plan. In delivering Advice, Adviser shall consider only those investment alternatives selected by Plan Sponsor or other designated third party, and made available as investment options to Participants.
- (iv) With respect to the Advice and services described herein, Recordkeeper serves solely in an administrative capacity and has not solicited on behalf of Adviser or endorsed or recommended Adviser or any Advice or other services Adviser may provide. In no event will Recordkeeper be deemed to be a fiduciary to the Plan or Participants as a result of making Advice available pursuant to this Agreement.

5. Representations of Plan Sponsor.

Plan Sponsor represents and warrants as follows:

- (A) It is the "responsible plan fiduciary" for the control or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan, in accordance with the requirements of ERISA.
- (B) The Plan and related Trust permit payment of fees out of Plan assets. Plan Sponsor has determined that the fees charged pursuant to this Agreement are reasonable and, if paid out of Plan assets, are proper obligations of the Plan.

6. Representation of Adviser.

Adviser represents as follows:

- (A) It is registered as an investment adviser under the Act
- (B) It has the power and authority to enter into and perform this Agreement.
- (C) If Adviser, or an affiliate of Adviser, manages any assets of a mutual fund or other collective investment vehicle available on Recordkeeper's platform, Adviser shall take all steps necessary (including, without limitation, complying with any applicable statutory, class, or individual exemption) to prevent a prohibited transaction under Section 406 of ERISA.
- (D) Adviser is not affiliated with Recordkeeper. Adviser will retain sole control and discretion as to the provision of Advice and for the development and maintenance of any investment methodologies reflected in Advice. All decisions about the specific recommendations of

funds and the percent of each Participant's account to invest in such recommended funds will solely be the responsibility of Adviser based on the investment funds available through the Plan and the Recordkeeper's defined contribution recordkeeping system and the information provided by or on behalf of the Participant. Adviser will determine the Advice through proprietary methodologies based on generally accepted investment principles. Adviser will develop, maintain and oversee the investment methodologies used in Advice independently and without regard to any potential benefit to Recordkeeper or any other issuer of investment options available to the Plan or their affiliates. Recordkeeper will assist in communications between Adviser and the Plan Sponsor and Participants but will not in any way influence or otherwise be responsible for the development of Advice and will not modify any advice or information provided by Adviser.

7. Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
8. Receipt of Disclosure. Plan Sponsor undertakes to review and consider the disclosures made by Adviser (including in this Agreement and the Form ADV Part 2), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like. Client acknowledges receipt of this Agreement and Adviser's Form ADV Part 2 reasonably in advance of entering into this Agreement.
9. Miscellaneous.
 - (A) Notices. Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier service to the address on the first page of this Agreement, or such other address as any party shall have designed by notice in writing to the other party, (iv) sent by e-mail, or (v) as otherwise mutually agreed by the parties.
 - (B) Assignability. This Agreement is not assignable by either party hereto without the prior written consent of the other party.
 - (C) Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and assigns.
 - (D) Entire Understanding and Modification. This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein. This Agreement can only be amended or modified by the written consent of the parties.
 - (E) Severability. If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.
 - (F) Headings. All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.
 - (G) Applicable Law; Forum. The laws of the State of Illinois shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless preempted by ERISA or other federal law.
 - (H) Waiver of Limitation. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client or Plan or any other party may have under ERISA or federal or state securities laws.

The parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above. This Agreement shall not be binding on Adviser until accepted by it, in writing, as indicated by its signature below.

Plan Sponsor*

Investnet Retirement Solutions, LLC:



By: _____ »

By: Babu Sivadasan

Title: _____

Title: Group President

*The Plan Sponsor is signing this Agreement both as the sponsor of the Plan and as the fiduciary responsible for selecting the Plan's investments and engaging its service providers.